

## Foothill - De Anza Community College District

### INDEPENDENT CONTRACTOR Paid Through District Accounting Office

#### INSTRUCTIONS TO DEPARTMENT:

**Purpose of this Form:** Signing this form certifies that the payee meets all of the conditions listed in the District Guidelines and Pre-Hire Worksheet.

**When to Use This Form:** This form must be used when requesting payment through the District Accounting Office for services of individuals who qualify as Independent Contractors.

All of the conditions listed on the contract and invoice forms must be met. If not, payment for the services in question must be processed through District Payroll.

**Instructions:** The department reviews the Pre-Hire Worksheet and then completes the form **Independent Contractor Agreement**. These forms are available through Business Services, Human Resources and on the network server. The Agreement must be signed by the division/department administrator and the college fiscal officer. When services have been rendered the division/department administrator and college fiscal officer authorize payment. The division/department attaches the contractor's Invoice for Services Rendered and forwards the packet to Accounts Payable. If there are to be multiple payments, the invoice should indicate "contract on file" and that a purchase order be issued.

Independent Contractor Agreements over \$20,000 will be submitted to the Governing Board for approval prior to services being rendered and prior to payment.

#### INSTRUCTIONS TO CONTRACTOR:

1. The payee has a principal place of business other than that of the District.
2. The payee is free from control over performance.
3. The payee is customarily engaged in offering this service to the public.
4. The payee receives compensation for similar services from other customers/clients other than the Foothill-De Anza Community College District.
5. Payee agrees to be responsible for all worker's compensation, employer's liability and general liability legally required out of payee's status as an employer.
6. Payee shall indemnify and hold harmless the District, its Officers, agents and employees from any and all claims, demands, suits, judgments of costs, including cost of defense, arising in any manner from any act of omission of payee, payee's officers, agents or employees while engaged in activity related to the contracted services described on the face of this form.